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21 Sabina Handbags & Accessories, Inc.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LINEA PELLE, INC., a California
corporation,

Plaintiff,

vs.

SABINA HANDBAGS &
ACCESSORIES, INC., a New York
corporation; DOES 1-10,

Defendants.

Case No. CV 09-8450-JFW (AJWx)

**PERMANENT INJUNCTION
AGAINST DEFENDANT**

Based upon the Stipulation of the parties, plaintiff Linea Pelle, Inc.
("Plaintiff") and defendant Sabina Handbags & Accessories, Inc. ("Defendant"),
and for good cause shown therein,

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1 **IT IS HEREBY ORDERED** as follows:

2 1. Defendant, and all of its officers, directors, agents, attorneys, servants
3 and employees, and all persons acting under, in concert with, or for them, are
4 hereby permanently enjoined and ordered to:

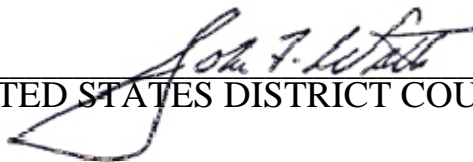
5 (a) cease selling the handbags referred to as the “Simone Satchel”
6 (or Sabina’s style number 2562) and Sabina’s style number 4505 (the “Accused
7 Sabina Product”) or any other goods substantially and/or confusingly similar to
8 Plaintiff’s Dylan Zip Tote and Dylan Folding Tote (collectively, “Plaintiff’s
9 Product”), or any designs substantially and/or confusingly similar to the Dylan
10 Trade Dress, as defined in the Complaint; and

11 (b) refrain from designing, manufacturing, causing to be
12 manufactured, offering for sale, selling, promoting or in any way using the Accused
13 Sabina Product, the Dylan Trade Dress or Plaintiff’s Product or any substantially
14 and/or confusingly similar variants thereof.

15 2. The Court reserves jurisdiction to enforce the terms of the parties’
16 settlement agreement dated August 30, 2010. In the event of a monetary default
17 under the terms of the settlement agreement or a violation of this permanent
18 injunction, in addition to the fines, penalties and sentences provided by statute or
19 otherwise available or provided by law, the Court shall also award Plaintiff the
20 remaining balance of the \$20,000.00 monetary settlement and require Defendant to
21 reimburse Plaintiff’s actual and reasonable attorneys’ fees and costs in bringing this
22 action from its inception and any resulting proceeding. Additionally, in the event
23 of a non-monetary default under the terms of the settlement agreement or a
24 violation of this permanent injunction, in addition to the fines, penalties and
25 sentences provided by statute or otherwise available or provided by law, the Court
26 shall also award Plaintiff liquidated damages in the amount of \$20,000.00 per
27 transaction found to be a default, based upon the difficulty of ascertaining actual
28 damages and the parties’ reasonable and good faith efforts to estimate the damages

1 that would accrue to Plaintiff in the event of such a default, and shall require
2 Defendant to reimburse Plaintiff's actual and reasonable attorneys' fees and costs in
3 bringing this action from its inception and any resulting proceeding.
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5 DATED: September 8, 2010
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8 UNITED STATES DISTRICT COURT JUDGE
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